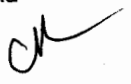


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FILED

FEB 20 2014

Clerk, U S District Court
District Of Montana
Billings



**ATTORNEY FOR PLAINTIFF
UNITED STATES OF AMERICA**

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

**TONY JAMES BELCOURT,
HAILEY LEE BELCOURT,
SHAD JAMES HUSTON,
K & N CONSULTING, LLC, and
TMP SERVICES, LLC,**

Defendants.

CR 13-98-GF-BMM

SUPERSEDING INDICTMENT

**CONSPIRACY TO EMBEZZLE
FEDERAL GRANT AND CONTRACT
FUNDS (Count I)
Title 18 U.S.C. § 371
(Penalty: Five years imprisonment, \$250,000
fine, and three years of supervised release)**

**SCHEME TO DEFRAUD THE
CHIPPEWA CREE TRIBE/WIRE
Title 18 U.S.C. § 1343
(Count II)
(Penalty: 20 years imprisonment, \$250,000
fine, and three years supervised release)**

**THEFT FROM AN INDIAN TRIBAL
ORGANIZATION
Title 18 U.S.C. §§ 1163, 2 (Count III)
(Penalty: Five years imprisonment, \$250,000
fine, and three years supervised release)**

	<p>THEFT FROM AN INDIAN TRIBAL GOVERNMENT RECEIVING FEDERAL FUNDING (Count IV) Title 18 U.S.C. §§ 666(a)(1)(A), 2 (Penalty: Ten years imprisonment, \$250,000 fine, and three years of supervised release)</p> <p>BRIBERY/OFFERING (Counts V, VII, IX, XI, XIII) Title 18 U.S.C. §§ 666(a)(2), 2 (Penalty: Ten years imprisonment, \$250,000 fine, and three years of supervised release)</p> <p>BRIBERY/ACCEPTING Title 18 U.S.C. §§ 666(a)(1)(B), 2 (Counts VI, VIII, X, XII, XIV) (Penalty: Ten years imprisonment, \$250,000 fine, and three years of supervised release)</p> <p>FINES FOR CORPORATE DEFENDANT Title 18 U.S.C. § 3571(c) (Penalty: \$500,000 fine for each count of conviction)</p>
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THE GRAND JURY CHARGES:

INTRODUCTION

At all times relevant to this Indictment:

1. The Chippewa Cree Tribe of the Rocky Boy's Indian Reservation was a federally recognized tribe located in north central Montana whose affairs were governed by the Chippewa Cree Business Committee and whose government was located at Box Elder, Montana.

2. On June 15, 2010, flooding destroyed the Na-Toos Health Clinic, also known as the Rocky Boy's Health Clinic, a medical facility serving the Chippewa Cree tribal community.

3. Between September 2010 and December 2012, the Chippewa Cree Tribe of Rocky Boy's Indian Reservation, received approximately \$11.6 million in federal funding from the Department of Homeland Security through the Federal Emergency Management Agency (FEMA) to assist in the recovery from significant flood damage caused to the tribal community in the summer of 2010.

4. The Chippewa Cree Tribe collected approximately \$25 million in insurance proceeds based on the loss of the Rocky Boy's Health Clinic.

5. The Chippewa Cree Construction Corporation is a tribally owned and federally chartered corporation, whose Board of Directors is comprised of members of the Chippewa Cree Tribal Business Council and members of the tribal community, and that serves as the primary general contractor on large tribal construction and economic development projects on the Rocky Boy's Indian Reservation, including the demolition and reconstruction of flood damaged infrastructure and tribal property.

6. Defendant TONY JAMES BELCOURT was the Chief Executive Officer and the Contracting Officer for the Chippewa Cree Construction Corporation, and, concurrently, also acted on behalf of the Chippewa Cree Tribe as

an incident commander, by whatever formal title or commission, in the aftermath of the 2010 floods and in that capacity arranged for tribal contracts funded by federal and insurance resources.

7. Defendant HAILEY LEE BELCOURT, wife of Tony James Belcourt, conducted financial transactions involving payments made to her and her husband from contractors doing business with the Chippewa Cree Tribe and the Chippewa Cree Construction Corporation after those contractors had received funds from the Chippewa Cree Tribe or the tribal construction corporation.

8. Defendant SHAD JAMES HUSTON was a Havre, Montana, businessman who controlled, either exclusively or jointly, the business affairs and financial accounts of K & N Consulting, LLC, TMP Services, LLC, Huston Leasing, LLP, Leon's Finance, Inc., Leon's Pawn and Rental, Inc, Wild Horse Ridge Enterprises, LLP, K Bar K Trucking, LLP, and the business known as Leon's Buy and Sell.

9. Defendant K & N CONSULTING, LLC, was a Havre, Montana, consulting firm doing business, or appearing to do business, with the Chippewa Cree Tribe and the Chippewa Cree Construction Corporation.

10. Defendant TMP SERVICES, LLC, was a Havre, Montana, storage company doing business, or appearing to do business, with the Chippewa Cree Construction Corporation.

COUNT I

THE CONSPIRACY

That from on or about June 24, 2011, and continuing thereafter until on or about December 24, 2011, at Havre, in the State and District of Montana, and other places, the defendants, TONY JAMES BELCOURT, HAILEY LEE BELCOURT, SHAD JAMES HUSTON, K & N CONSULTING, LLC, and TMP SERVICES, LLC, and other persons, to the Grand Jury both known and unknown, did knowingly and intentionally conspire, confederate, and agree to commit an offense against the laws of the United States, namely to embezzle, knowingly convert to their use and the use of another, willfully misapply and willfully permit to be misapplied, more than \$1,000 worth of the goods, assets, and property of the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, an Indian tribal organization, a violation of 18 U.S.C. § 1163.

THE OBJECTS OF THE CONSPIRACY

The objectives of the conspiracy were varied, but included the following:

To extract monies and funds from the Chippewa Cree Tribe and the Chippewa Cree Construction Corporation for the benefit of TONY JAMES BELCOURT and HAILEY LEE BELCOURT, and others, through payments to TMP SERVICES, LLC, K & N CONSULTING, LLC, and other business entities controlled by SHAD JAMES HUSTON, which would then be followed soon thereafter with payments

made back to TONY JAMES BELCOURT and HAILEY LEE BELCOURT, for their own personal use and benefit.

To enrich SHAD JAMES HUSTON, K & N CONSULTING, LLC, TMP SERVICES, LLC, and the other businesses, with lucrative tribal contracts and with the understanding that the contractor would make payments back to TONY JAMES BELCOURT so that both could corruptly profit from the expenditure of tribal insurance and FEMA funds.

OVERT ACTS

In furtherance of the conspiracy, and to affect the objects thereof, the conspirators committed, among others, the following overt acts.

1. That on or about May 20, 2011, SHAD JAMES HUSTON and TMP SERVICES, LLC received and deposited a check for \$66,670 from the Chippewa Cree Construction Corporation.

2. That on or about June 24, 2011, SHAD JAMES HUSTON, doing business as TMP SERVICES, LLC, issued a \$7500 check to HAILEY LEE BELCOURT.

3. On or about June 29, 2011, HAILEY LEE BELCOURT negotiated a \$7500 check from TMP SERVICES, LLC into cash, at Leon's Buy and Sell in Havre, Montana.

4. On or about October 3, 2011, SHAD JAMES HUSTON wire transferred \$10,000 from Huston Leasing, LLP, into the personal account of TONY JAMES BELCOURT and HAILEY LEE BELCOURT.

5. On or about November 25, 2011, SHAD JAMES HUSTON and TMP SERVICES, LLC received and deposited a check for \$231,225 from the Chippewa Cree Construction Corporation.

6. On or about November 25, 2011, SHAD JAMES HUSTON, doing business as TMP SERVICES, LLC, issued a \$5000 check to HAILEY LEE BELCOURT.

7. On or about November 25, 2011, HAILEY LEE BELCOURT deposited a \$5000 check from TMP SERVICES, LLC, into her personal bank account.

8. On December 22, 2011, SHAD JAMES HUSTON, on behalf of K & N CONSULTING, LLC, accepted and transacted by deposit a cashiers' check from the Chippewa Cree Tribe in the amount of \$300,000 for "claims prep."

9. Also on or about December 22, 2011, SHAD JAMES HUSTON and K & N CONSULTING, LLC wrote a business check, dated December 20, 2011, to TONY JAMES BELCOURT in the amount of \$200,000 for "consulting."

10. On December 22, 2011, TONY JAMES BELCOURT deposited a \$200,000 check from K & N CONSULTING, LLC, into his personal bank account and thereafter used the funds for his personal use and benefit.

11. On December 22, 2011, SHAD JAMES HUSTON obtained a \$100,000 cashier's check from funds on deposit in his personal checking account made payable to "Tony Belcourt," being TONY JAMES BELCOURT, the Chief Executive Officer and Contracting Officer for the Chippewa Cree Construction Corporation.

12. On December 23, 2011, TONY JAMES BELCOURT deposited a \$100,000 cashier's check from SHAD JAMES HUSTON into his personal bank account and thereafter used the funds for his personal use and benefit.

All in violation of 18 U.S.C. § 371.

COUNT II

That from on or about June 24, 2011, and continuing thereafter until on or about December 24, 2011, at Havre, in the State and District of Montana, and other places, the defendants, TONY JAMES BELCOURT, HAILEY LEE BELCOURT, SHAD JAMES HUSTON, K & N CONSULTING, LLC, and TMP SERVICES, LLC, having devised and intending to devise a material scheme and artifice to defraud the Chippewa Cree Tribe, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, for the purpose of

executing such scheme and artifice, and attempting to do so, did knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice.

THE SCHEME TO EMBEZZLE TRIBAL FUNDS

During the period of the Indictment, it was part of the scheme and artifice to defraud the Chippewa Cree Tribe, that the defendant, TONY JAMES BELCOURT, as a representative of the Chippewa Cree Tribe and, on other occasions, as an officer of the Chippewa Cree Construction Corporation, an agency of the Chippewa Cree Tribe, would award, or arrange and facilitate the award of, tribal contracts to SHAD JAMES HUSTON, K & N CONSULTING, LLC, and TMP SERVICES, LLC, and shortly thereafter, SHAD JAMES HUSTON, K & N CONSULTING, LLC, and TMP SERVICES, LLC, would provide monies to TONY JAMES BELCOURT and HAILEY LEE BELCOURT for their own personal use and enrichment.

THE INTERSTATE WIRE COMMUNICATIONS

During the period of the Indictment, the defendants, TONY JAMES BELCOURT, HAILEY LEE BELCOURT, SHAD JAMES HUSTON, K & N CONSULTING, LLC, and TMP SERVICES, LLC, having devised and intending to devise a material scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations and promises,

as described herein, for the purpose of executing the scheme to defraud, did cause to be transmitted by means of wire communication affecting interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, that is, the clearance of banking transactions drawn on accounts in Havre, in the State of Montana through the Federal Reserve System in Minneapolis, in the State of Minnesota, in violation of 18 U.S.C. § 1343.

COUNT III

That from on or about June 24, 2011, and continuing thereafter until on or about December 24, 2011, at Havre, in the State and District of Montana, and other places, the defendants, TONY JAMES BELCOURT, HAILEY LEE BELCOURT, SHAD JAMES HUSTON, K & N CONSULTING, LLC, and TMP SERVICES, LLC, did embezzle, knowingly convert to their use and the use of another, willfully misapply and willfully permit to be misapplied, more than \$1,000 worth of the goods, assets, and property of the Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, an Indian tribal organization, and the Chippewa Cree Construction Corporation, an agency of the Chippewa Cree Tribe, and under the care, custody, and control of any employee and agent of the Chippewa Cree Tribe and the Chippewa Cree Construction Corporation, and did aid and abet, that is, the defendants, TONY JAMES BELCOURT, HAILEY LEE BELCOURT, SHAD JAMES HUSTON, K & N CONSULTING, LLC, and TMP SERVICES, LLC, used

tribal contracts to extract monies from tribal accounts so that it could be delivered back to the personal use, benefit, and enrichment of TONY JAMES BELCOURT and HAILEY LEE BECOURT, in violation of 18 U.S.C. § 1163.

COUNT IV

That between on or about June 24, 2011, and continuing thereafter until on or about December 23, 2011, at Box Elder, and elsewhere, in the State and District of Montana, the defendant, TONY JAMES BELCOURT, then the Chief Executive Officer and Contracting Officer of the Chippewa Cree Construction Corporation, an agency of Indian tribal government, and otherwise acting, concurrently, as incident commander, by whatever formal title or commission, in the aftermath of the 2010 floods as an agent of the Chippewa Cree Tribe, an Indian tribal government, did intentionally embezzle, misapply, and cause to be misapplied, and did knowingly obtain by fraud and cause to be obtained by fraud, and otherwise without authority converted to his own use and the use of another, property valued at \$5,000 or more and under the care, custody, and control of the Chippewa Cree Construction Corporation, an agency of the Chippewa Cree Tribe, and the Chippewa Cree Tribe, an Indian tribal government, that is, the defendant, TONY JAMES BELCOURT, used and authorized Chippewa Cree Construction Corporation and Chippewa Cree Tribe payments to a contractor, well knowing that in exchange for the payment of public funds the contractor would make a significant payment back to the personal

use, benefit, and enrichment of TONY JAMES BELCOURT, in violation of 18 U.S.C. § 666(a)(1)(A).

At all times relevant to this Count of the Indictment, the defendants, HAILEY LEE BELCOURT, SHAD JAMES HUSTON, K & N CONSULTING, LLC, and TMP SERVICES, LLC, did knowingly and intentionally aid and abet the commission of the crime alleged above, in violation of 18 U.S.C. § 2.

COUNT V

That on or about June 24, 2011, at Havre, in the State and District of Montana, and other places, the defendants, SHAD JAMES HUSTON and TMP SERVICES, LLC, did corruptly offer, give, and offer to give, a thing of value to Hailey Lee Belcourt, with the intent to influence and reward Tony James Belcourt, the Chief Executive Officer and Contracting Officer of the Chippewa Cree Construction Corporation, an agency of Indian tribal government, in connection with any business, transaction, and series of transactions involving \$5000 or more, that is, the defendant, SHAD JAMES HUSTON and TMP SERVICES, LLC, having been awarded a contract or contracts with the Chippewa Cree Construction Corporation, and having received a contract payment from the Chippewa Cree Construction Corporation on May 20, 2011, in the amount of \$66,670, issued and had issued a \$7,500 check to Hailey Lee Belcourt, in violation of 18 U.S.C. §§ 2 and 666(a)(2).

COUNT VI

That on or about June 24, 2011, at Havre, and other places, in the State and District of Montana, the defendant, TONY JAMES BELCOURT, then the Chief Executive Officer and Contracting Officer of the Chippewa Cree Construction Corporation, an agency of Indian tribal government, aided and abetted by HAILEY LEE BELCOURT, did corruptly accept and agree to accept a thing of value from Shad James Huston and TMP Services, LLC, with the intent to be influenced and rewarded in connection with a transaction and series of transactions of the Chippewa Cree Construction Corporation, of a value of \$5000 or more, that is, the defendant, TONY JAMES BELCOURT, having awarded TMP Services, LLC, a tribal contract or contracts, and having provided payment from the Chippewa Cree Construction Corporation on May 20, 2011, in the amount of \$66,670, accepted and negotiated into cash, at Leon's Buy and Sell, a \$7,500 check from TMP Services, LLC, to HAILEY LEE BELCOURT, in violation of 18 U.S.C. §§ 2 and 666(a)(1)(B).

COUNT VII

That on or about October 3, 2011, at Havre, and other places, in the State and District of Montana, the defendant, SHAD JAMES HUSTON, did corruptly give, offer, and offer to give a thing of value to Tony James Belcourt, with the intent to influence and reward Tony James Belcourt, the Chief Executive Officer and Contracting Officer of the Chippewa Cree Construction Corporation, and otherwise

acting as an agent of the Chippewa Cree Tribe, an agency of Indian tribal government, in connection with any business, transaction, and series of transactions involving \$5000 or more, that is, the defendant, SHAD JAMES HUSTON, having been awarded a contract or contracts with the Chippewa Cree Construction Corporation through various entities, and K Bar K Trucking, LLP, having received a contract payment from the Chippewa Cree Construction Corporation on September 22, 2011, in the amount of \$100,110, wired \$10,000 from the Huston Leasing, LLP, account to the personal bank account of Tony James Belcourt, in violation of 18 U.S.C. §§ 2 and 666(a)(2).

COUNT VIII

That on or about October 3, 2011, at Havre, and other places, in the State and District of Montana, the defendant, TONY JAMES BELCOURT, then the Chief Executive Officer and Contracting Officer of the Chippewa Cree Construction Corporation, and otherwise acting as an agent of the Chippewa Cree Tribe, an agency of Indian tribal government, did corruptly accept and agree to accept a thing of value from Shad James Huston, with the intent to be influenced and rewarded in connection with a transaction and series of transactions of the Chippewa Cree Tribe and the Chippewa Cree Construction Corporation, of a value of \$5000 or more, that is, the defendant, TONY JAMES BELCOURT, having awarded K Bar K Trucking, LLP, a tribal contract or contracts and having provided payment from the Chippewa

Cree Construction Corporation on September 22, 2011, in the amount of \$100,110, accepted a \$10,000 wire transfer of funds from Shad James Huston, for his own personal use and benefit, in violation of 18 U.S.C. §§ 2 and 666(a)(1)(B).

COUNT IX

That on or about November 25, 2011, at Havre, in the State and District of Montana, and other places, the defendants, SHAD JAMES HUSTON and TMP SERVICES, LLC, did corruptly offer, give, and offer to give a thing of value to Hailey Lee Belcourt, with the intent to influence and reward Tony James Belcourt, the Chief Executive Officer and Contracting Officer of the Chippewa Cree Construction Corporation, an agency of Indian tribal government, in connection with any business, transaction, or series of transactions involving \$5000 or more, that is, the defendant, SHAD JAMES HUSTON and TMP SERVICES, LLC, having been awarded a contract or contracts with the Chippewa Cree Construction Corporation, and having received a contract payment from the Chippewa Cree Construction Corporation on that same day, November 25, 2011, in the amount of \$231,225, issued and had issued a \$5,000 check to Hailey Lee Belcourt, in violation of 18 U.S.C. §§ 2 and 666(a)(2).

COUNT X

That on or about November 25, 2011, at Havre, and other places, in the State and District of Montana, the defendant, TONY JAMES BELCOURT, then the Chief

Executive Officer and Contracting Officer of the Chippewa Cree Construction Corporation, an agency of Indian tribal government, aided and abetted by HAILEY LEE BELCOURT, did corruptly accept and agree to accept a thing of value from TMP Services, LLC, with the intent to be influenced and rewarded in connection with a transaction and series of transactions of the Chippewa Cree Construction Corporation, of a value of \$5000 or more, that is, the defendant, TONY JAMES BELCOURT, having awarded TMP Services, LLC, a tribal contract or contracts, and having provided payment from the Chippewa Cree Construction Corporation on that same day, November 25, 2011, in the amount of \$231,225, accepted and deposited, and had deposited, a \$5,000 check from TMP Services, LLC, to HAILEY LEE BELCOURT, in violation of 18 U.S.C. §§ 2 and 666(a)(1)(B).

COUNT XI

That on or about December 22, 2011, at Havre, and other places, in the State and District of Montana, the defendants, SHAD JAMES HUSTON and K & N CONSULTING, LLC, did corruptly give, offer, and offer to give a thing of value to Tony James Belcourt, with the intent to influence and reward Tony James Belcourt, an agent of the Chippewa Cree Tribe, an Indian tribal government, in connection with any business, transaction, or series of transactions involving \$5000 or more, that is, the defendants, SHAD JAMES HUSTON and K & N CONSULTING, LLC, having been awarded a contract or contracts with the Chippewa Cree Tribe, and

having received a contract payment from the Chippewa Cree Tribe on that same day, December 22, 2011, in the amount of \$300,000, provided a business check in the amount of \$200,000 payable to Tony James Belcourt, for his personal use and benefit, in violation of 18 U.S.C. §§ 2 and 666(a)(2).

COUNT XII

That on or about December 22, 2011, at Havre, and other places, in the State and District of Montana, the defendant, TONY JAMES BELCOURT, acting as an agent of the Chippewa Cree Tribe, an Indian tribal government, did corruptly accept and agree to accept a thing of value from Shad James Huston, with the intent to be influenced and rewarded in connection with a transaction and series of transactions of the Chippewa Cree Tribe, of a value of \$5000 or more, that is, the defendant, TONY JAMES BELCOURT, having arranged for the award to Shad James Huston and K & N Consulting, LLC, of a tribal contract or contracts, and having provided payment from the Chippewa Cree Tribe on that same day, December 22, 2011, in the amount of \$300,000, accepted and deposited, a \$200,000 check from Shad James Huston and K & N Consulting, LLC, payable to TONY JAMES BELCOURT, in violation of 18 U.S.C. §§ 2 and 666(a)(1)(B).

COUNT XIII

That on or about December 22, 2011, at Havre, and other places, in the State and District of Montana, the defendant, SHAD JAMES HUSTON, did corruptly

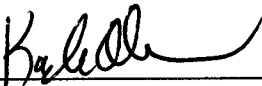
give, offer, and offer to give a thing of value to Tony James Belcourt, with the intent to influence and reward Tony James Belcourt, then acting as an agent of the Chippewa Cree Tribe, an Indian tribal government, in connection with any business, transaction, or series of transactions involving \$5000 or more, that is, the defendants, SHAD JAMES HUSTON, having been awarded a contract or contracts with the Chippewa Cree Tribe and the Chippewa Cree Construction Corporation, through various business enterprises, provided a cashiers' check in the amount of \$100,000 payable to Tony James Belcourt, for his personal use and benefit, in violation of 18 U.S.C. §§ 2 and 666(a)(2).

COUNT XIV


That on or about December 23, 2011, at Havre, and other places, in the State and District of Montana, the defendant, TONY JAMES BELCOURT, then the Chief Executive Officer and Contracting Officer of the Chippewa Cree Construction Corporation, and otherwise acting as an agent of the Chippewa Cree Tribe, an agency of Indian tribal government, did corruptly accept and agree to accept a thing of value from Shad James Huston, with the intent to be influenced and rewarded in connection with a transaction or series of transactions of the Chippewa Cree Tribe and the Chippewa Cree Construction Corporation, of a value of \$5000 or more, that is, the defendant, TONY JAMES BELCOURT, having awarded Shad James Huston, through a variety of business entities, tribal contracts, accepted and

transacted, a \$100,000 cashier's check from Shad James Huston, payable to TONY JAMES BELCOURT, in violation of 18 U.S.C. §§ 2 and 666(a)(1)(B).


A TRUE BILL.



FOREPERSON



MICHAEL W. COTTER
United States Attorney



JOSEPH E. THAGGARD
Criminal Chief Assistant U.S. Attorney

3-4-14 @
10:00a.m. before
RKS in G.F.

Crim. Summons - all defts
Warrant: _____
Bail: _____